

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sure Fit Inc.	FORMERLY Sure Fit Acquisition Inc.	12/29/2009	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1600 John F. Kennedy Blvd		
<b>Internal Address:</b>	Suite 810		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2336925	DECOR	
Registration Number:	2547468	DECOR EXPRESS	
Registration Number:	3043711	SURE FIT	
Registration Number:	0521780	SURE-FIT	
Registration Number:	3028573	THE 10-MINUTE MAKEOVER	
Serial Number:	76564152	HOMESTYLE BY SURE FIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)295-1283		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	973-443-3553		
<b>Email:</b>	whelanm@gtlaw.com		
<b>Correspondent Name:</b>	Mary Whelan-Greenberg Traurig		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07932		

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**900166391**

**TRADEMARK**  
**REEL: 004237 FRAME: 0967**

ATTORNEY DOCKET NUMBER:	050255-024800
NAME OF SUBMITTER:	Mary J. Whelan
Signature:	/Mary J. Whelan/
Date:	07/07/2010
<p>Total Attachments: 9 source=tsa#page1.tif source=tsa#page2.tif source=tsa#page3.tif source=tsa#page4.tif source=tsa#page5.tif source=tsa#page6.tif source=tsa#page7.tif source=tsa#page8.tif source=tsa#page9.tif</p>	

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (the "Agreement"), dated as of December 21, 2009, is made by and between Sure Fit Inc., a Delaware corporation (formerly known as Sure Fit Acquisition Inc.) having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

### Recitals

A. Company acquired substantially all of the assets of Sure Fit Inc. ("Seller") pursuant to a certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") including, without limitation, the Trademarks described in that certain Trademark Security Agreement dated September 18, 2008 and recorded with the United States Patent and Trademark Office on September 24, 2008 at Reel 003858, Frame 0272 (the "Original Agreement").

B. In connection with the acquisition of assets described in the Asset Purchase Agreement, Company has agreed to assume the obligations of Seller set forth in and evidenced by the Credit and Security Agreement dated as of September 18, 2008 between Seller and Lender (the "Existing Credit Agreement") which obligations continued to be secured by, among other things, the security interest described in the Original Agreement.

C. Company and Wells Fargo have agreed to amend and restate the Existing Credit Agreement, pursuant to an Amended and Restated Credit and Security Agreement of even date herewith (as the same may further amended, supplemented or restated from time to time, the "Credit Agreement").

D. Company and Wells Fargo have also agreed to amend and restate the Original Agreement in its entirety on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree that the Original Agreement is amended and restated in its entirety to read as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to:

- (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
- (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor and (iv) licenses thereunder, all as

presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby irrevocably pledges, assigns and grants to Wells Fargo a security interest (the "Security Interest") with power of sale, to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. Company acknowledges that the security interest granted to Wells Fargo pursuant to this Section 2 is and continues to be a first lien and security interest upon the Trademarks. The provisions of this Section 2 shall be deemed to ratify the existing lien and security interest of Wells Fargo in the Trademarks to the extent such security interest existed prior to the date hereof, and to create a lien and security interest to the extent that no lien and security interest therein existed in favor of Wells Fargo.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Trademarks.** Exhibit A accurately lists all registered Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of registered Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Company owns or controls any registered Trademarks not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Title.** Company has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(d) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(e) **Maintenance.** Company will at its own expense maintain the Trademarks material to its business to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark that is material to the Company's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(f) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (e), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(g) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (f) or exercising its rights under Section 6.

(h) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (g) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Trademarks. Company shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may, upon giving notice to the Company (to the extent required by the Credit Agreement or applicable law), sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks in accordance with the Credit Agreement and under applicable law.

(c) Wells Fargo may enforce the Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns. A carbon, photographic or other reproduction of this

Agreement shall have the same force and effect as the original for all purposes of filing. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

[Signature pages follow]

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Sure Fit Inc.  
6575 Snowdrift Road, Suite 101  
Allentown, Pennsylvania 18106

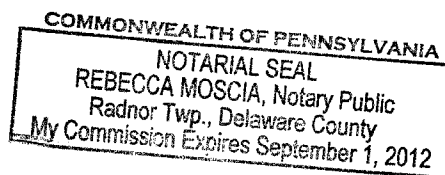
SURE FIT INC.

By: Scott D. Evans  
Name: SCOTT D. EVANS  
Title: President

STATE OF PA )  
COUNTY OF DELAWARE )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 2009, by SCOTT D. EVANS, the PRESIDENT of Sure Fit Inc., a Delaware corporation, on behalf of the corporation.

Rebecca Moscica  
Notary Public





Wells Fargo Bank, National Association  
1600 John F. Kennedy Boulevard  
Suite 810  
Philadelphia, Pennsylvania 19103

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
John Erwin, Vice President

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

UNITED STATES ISSUED TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Decor	2,336,925	4/4/2000
Décor Express	2,547,468	3/12/2002
Sure Fit	3,043,711	1/17/2006
Sure-Fit (Stylized)	521,780	3/7/1950
The 10-Minute Makeover	3,028,573	12/13/2005

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Homestyle by Sure Fit	76/564,152	11/24/2003

FOREIGN ISSUED TRADEMARKS

European Union

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sure Fit	3501236	8/23/2005

*Japan*

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sure Fit	4794636	8/13/2004

**New Zealand**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sure Fit	707088	1/21/2004

**FOREIGN TRADEMARK APPLICATIONS**

**Canada**

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Homestyle by Sure Fit	3501152	10/31/2003

**Brazil**

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Sure Fit	826653560	6/24/2004

**China**

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Sure Fit	4105658	6/7/2004

**Mexico**

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Sure Fit	637,963	1/19/2004

**South Korea**

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Sure Fit	2004-03226	1/27/2004